

**EXHIBIT C**

**General Terms and Conditions**

PLEASE NOTE: This page will not be included with the final Agreement. The General Terms and Conditions will be included in the Agreement by reference to Internet site: [http://www.ols.dgs.ca.gov/Standard\\_Language/default.htm](http://www.ols.dgs.ca.gov/Standard_Language/default.htm). Choose “**General Terms and Conditions for all Contracts Except Interagency Agreements**” (GTC-307) or if this Agreement is with another State agency, choose “**General Terms and Conditions for Interagency Agreements**” (GIA-101). The exact terms to be used will be those appearing on the website the date the Agreement is signed by the Contractor.

Replace the following clause from General Terms and Conditions (GTC-307) with clause #20 in Exhibit D.

**5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.**

**19. AMENDMENTS**

- A. This Agreement may be amended to make changes, including without limitation: additional funds, additional time, additional or modified tasks, and additional or modified terms. Amendments may be made without competitively bidding, so long as the amendment is exempt from competitive bidding pursuant to Public Contract Code section 10335, Government Code section 11010.5 and the State Contract Manual. Amendments may require prior written approval from DOE.
- B. The Contractor acknowledges that provisions included in this Agreement pursuant to Federal or State law, regulation, or policy are subject to change. The Contractor agrees to comply with any amendments that the Energy Commission makes to this agreement to comply with Federal or State law, regulation, or policy.
- C. Formal Amendments

Significant changes to this Agreement must be approved at an Energy Commission business meeting through a formal amendment. Significant changes include, but are not limited to:

- 1) Change of the Contractor;
- 2) Changes to Exhibit A that significantly modify the Agreement's purpose;
- 3) Changes to Exhibit A that extend the due dates beyond the term of the Agreement;
- 4) Changes to Exhibit B that increase the amount of the Agreement;
- 5) Changes to Exhibit B that increase rates or fees;

- D. Informal Amendments

The Energy Commission's Contract Manager may approve changes to this Agreement that are not significant, including changes required to comply with Federal or State law, regulation, or policy. These changes shall be documented in a letter of agreement between the Energy Commission and the Contractor.

**20. INDEMNIFICATION:**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of Contractor or any of its agents, subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract.

**21. INSURANCE REQUIREMENTS:**

- A. The requirements below specify Contractor's insurance obligations under this Agreement. Prior to Contractor commencing performance of Services and for the duration of this Agreement, Contractor shall, at its sole cost and expense, carry and maintain employer's liability insurance, comprehensive general liability insurance, professional liability insurance and automobile liability insurance (including coverage for owned, non-owned and hired autos) on a "per claim" basis. Such insurance shall conform to the following requirements:
- 1) Workers' Compensation. Statutory Workers' Compensation covering all employees and complying with all laws of California, and Employer's Liability Insurance with minimum limit of One Million Dollars (\$1,000,000).
  - 2) Commercial General Liability. Commercial General Liability providing for a limit of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate for bodily injury or property damage combined.
  - 3) Professional Liability. Professional Liability insurance including coverage for any errors or omissions caused by negligence in the performance of duties under this Agreement, providing for a limit of not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) aggregate.
  - 4) Automobile. Commercial Automobile Liability insurance coverage in the sum of not less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles.
- B. Contractor shall supply Energy Commission with certificates evidencing such insurance, which shall show the Energy Commission and the State of California (and any other party identified as an Indemnified party) as additional insured parties under the comprehensive general liability insurance and automobile insurance policies with respect to Contractor's Services and shall provide for thirty (30) days' written notice to Energy Commission prior to cancellation or modification of any certificate of insurance required under this contract. Cancellation or modification shall be consistent with the insurance requirements of this exhibit. Certificates evidencing the required insurance as stipulated shall be presented prior to any payments made pursuant to this Agreement.